

RENTAL AGREEMENT

(Form #)

This Agreement is made and entered into this ____ day of _____, 19 ____ by and between _____ hereafter

called Owner and the State of California, Department of Transportation, hereafter called Transportation.

Whereas, it is the intent of Transportation to acquire that certain property in the County of _____, State of California, described as: _____

_____ for use as rights of way for its transportation project; and

Whereas, it is the desire of Transportation to minimize relocation costs that may mature for future occupants of the above-described property or to otherwise reduce future relocation problems; and

Whereas, Owner is agreeable to the accomplishment of this objective by allowing Transportation to pay rent for those units within the described property as they may now be or will become vacant during the life of this Agreement.

Now, Therefore, It Is Hereby Agreed As Follows:

1. Transportation will pay rent for the following identified currently vacant units at the monthly rental rate shown:

Unit Identification***Rental Rate***

2. Owner will notify Transportation, in writing, immediately upon the vacation of any other units and their applicable rental rates, and Transportation further agrees to the payment of rent at the agreed upon rate. The written notification to Transportation of any additional unit vacancy shall constitute a mutually acceptable amendment to this Agreement.

3. In consideration for the rent to be paid under this Agreement, Owner will not re-rent or allow any occupancy of the previously vacated unit by any person or persons.

4. Owner will allow Transportation to inspect Owner's books and records to ascertain the vacancy date and rental rates for all units on which rent is being paid by Transportation under this Agreement.

5. The rent to be paid by Transportation shall be the same monthly rental rate as paid by the existing or last occupant except where the existing rental rate includes utility cost, furniture rental, or other service costs which are not applicable to Transportation's payment for the unit since the intent is to keep all units vacant. All such other monthly rent amounts shall be deducted from the existing rental rate to arrive at the rental to be paid by Transportation.

6. Payment of rent under this Agreement shall terminate upon transfer of ownership of the herein described property to Transportation.

7. (Alternate) The total rental for all units being rented in accordance with Clause 1 and 2 above shall be paid in arrears on the last day of each month.

8. Transportation shall not call on Owner to make any improvements or repairs on the property, but Owner hereby specifically covenants and agrees to keep the property in good order and condition at Owner's cost and expense.

9. Owner reserves the right to enter, inspect the premises, and make any necessary repairs to the premises.

10. In the event the rented premises or any essential part thereof shall be destroyed by fire or other casualty, this Agreement, shall, in the case of total destruction of the rented premises, immediately terminate and, in case of partial destruction or damage, shall terminate at the option of Transportation upon giving notice, in writing, to Owner within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to Owner after such termination. In the event of any such destruction, the rental as herein provided shall be reduced by the number of units destroyed or by the same ratio as the floor space Transportation is precluded from renting bears to the total floor space of the rented premises, whichever is more applicable.

11. Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental rate herein specified on the actual number of days in the month.

RENTAL AGREEMENT(Cont.)

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EXHIBIT

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12. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail certified and postage prepaid, and addressed as follows:

To the Owner at:

and to Transportation at:

Nothing shall preclude the giving of any such written notice by personal service.

13. Transportation may terminate this Agreement by giving notice to Owner at least thirty (30) days prior to the date when such termination shall become effective.

14. No alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on either of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

OWNER

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**
